

01-31-2003

PATENTS ONLY

PATENTS ONLY

TO THE COM



1-29-03

Please record the attache

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of.

<p>1. Name of Party(ies) conveying an interest: Quadrant Healthcare (UK) Limited</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of Party(ies) receiving an interest:</p> <p>Name: Acuson Corporation Internal Address: Street Address: 1220 Charleston Road P.O. Box 7393 City: Mountain View State/Zip: California/94039-7393</p> <p>Additional name(s) and addresses attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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3. Description of the interest conveyed:
 Assignment Change of Name Security Agreement Merger
 Other: Request For Correction Of Notice Of Recordation Of Assignment
 Execution Date: _____

4. Application number(s) or patent number(s). Additional sheet attached? Yes No
 If this document is being filed together with a new application, the execution date of the application is:

Date _____

A. Patent Application No.(s)
09/869,363

B. Patent No.(s)

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: BRINKS HOFER GILSON & LIONE P.O. BOX 10395 CHICAGO, IL 60610 (312)321-4200</p>	<p>6. Number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account No. 23-1925</p> <p>8. <input checked="" type="checkbox"/> Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.</p>
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DO NOT USE THIS SPACE

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OFFICE OF PATENT RECORDS
2003 JAN 29 PM 4:07
FINANCIAL SECTION
1/29/03

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

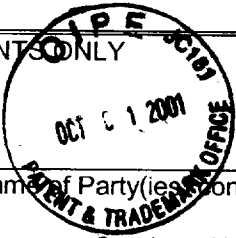
Craig A. Summerfield, Reg. No. 37,947
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 25

09-24-2002



PATENTS ONLY

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TENTS

PATENTS ONLY

Please record

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copy thereof.

1. Name of Party(ies) conveying an interest:

Quadrant Healthcare (UK) Limited

Additional name(s) of conveying party(ies) attached?

Yes No

MRD 10/1/01

2. Name and Address of Party(ies) receiving an interest:

Name: Acuson Corporation
Internal Address:
Street Address: 1220 Charleston Road
P.O. Box 7393
City: Mountain View
State/Zip: California/94039-7393

Additional name(s) and addresses attached?

Yes No

3. Description of the interest conveyed:

Assignment Change of Name Other:
 Security Agreement Merger

Execution Date: February 17, 2000

4. Application number(s) or patent number(s). Additional sheet attached? Yes No

If this document is being filed together with a new application, the execution date of the application is:

Date

A. Patent Application No.(s)
09/669,363

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312)321-4200

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to Deposit Account No. 23-1925
8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

DO NOT USE THIS SPACE

10/09/2001 UEDUVIJE 00000082 09869363

FC:581

40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Craig A. Summerfield
Name of Person Signing

Craig A. Summerfield
Signature

September 27, 2001
Date

Total number of pages including cover sheet, attachments, and document: 25

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made the 14th day of February 2000, by and among **QUADRANT HEALTHCARE (UK) LIMITED** of 1 Mere Way, Ruddington, Nottingham, NG11 6JS, United Kingdom ("Assignor"), and **ACUSON CORPORATION**, of 1220 Charleston Road, Mountain View, California, USA 94043 ("Assignee").

Whereas, the Assignor presently owns all rights in inventions (hereinafter, "the Inventions") having embodiments memorialized in the applications for letters patent (hereinafter, "the Applications for Letters Patent") described in the attached appendix

Whereas, the Assignor desires to sell its complete and entire rights in the Inventions and the Applications for Letters Patent

And Whereas, the Assignee desires to purchase the complete and entire rights to the Inventions and the Applications for Letters Patent

NOW THIS ASSIGNMENT AGREEMENT WITNESSETH that, in pursuance of the said agreement and in consideration of the sum of **Thirty-Five Thousand United States Dollars (\$35,000.00)**, and other good and valuable consideration paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee all its rights in said Inventions, said Applications for Letters Patent, and any and all letters patent or patents in the United Kingdom, the United States of America, and all other countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said Applications for Letters Patent, or renewals, reexaminations, reissues or extensions of said letters patent, and all rights under the International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature derived from said Applications for Letters Patent and/or said letters patent, and the payment of any and all maintenance fees, taxes, and the like, to hold the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said letters patent were granted and during any such terms, and for any and all rights extending from said applications and reissues. Accordingly, for such good and valuable consideration, the Assignor relinquishes all rights and disclaims all interests in the Inventions and the Applications for Letters Patent.

The term "Application" and "Application for Letters Patent" as used herein includes both provisional and non-provisional applications.

ASSIGNOR hereby warrants, covenants, and agrees to and with Assignee, its successors and assigns that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Inventions and the Applications for Letters Patent, that the same are unencumbered, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth. Assignor further warrants and covenants that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the patents, applications, and inventions being assigned hereby. No warranty, express or implied, is given that the Applications for Letters Patent or any patents granted thereon are or will be valid.

AND for the same consideration, Assignor further agrees to make reasonable efforts to deliver to the Assignee within thirty (30) days after execution of this Agreement any and all, technical notes, records, and files, and prototypes, if any, in its possession or under its control relating to the Inventions and Applications for Letters Patent. In addition, Assignor agrees that upon execution of this Agreement, Assignor will instruct its legal representatives to surrender to Assignee and/or its representatives all notes, records, files, and tangible items pertaining to the Inventions and Applications for Letters Patent.

AND for the same consideration, for a period of two (2) years Assignor hereby warrants, covenants and agrees to and with Assignee, and its successors and assigns that Assignor will, whenever counsel of Assignee, or the counsel of its successors, shall advise that any proceedings are necessary in connection with said Inventions or Applications for Letters Patent, or any divisions, continuations, and continuations-in-part of said Applications, or renewals, reexaminations, reissues or extensions of letters patent issuing from said Applications for Letters Patent, sign all patent office and patent registry papers, forms, declarations and other documents necessary for the procurement of letters patent for said Inventions throughout the world, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND for the same consideration, Assignor hereby agrees to use its reasonable efforts in obtaining the cooperation of the inventors in all matters pertaining to the Applications for Letters Patent and/or any related applications, including but not limited to prosecution of the Applications for Letters Patent in the offices of relevant patent-granting authorities.

Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

The liability of Assignor under this Agreement shall not exceed of the sum of Thirty-Five Thousand United States Dollars (\$35,000.00), unless Assignor committed fraud in connection with this Agreement.

Assignor agrees to retain in confidence, the terms of this Agreement and the sale of the Inventions and the Applications for Letters Patent, except where otherwise directed by Assignee.

This Agreement will be governed and construed in accordance with the laws of England.

If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

Nothing herein shall create a partnership, joint venture, or co-tenancy for any purpose whatsoever and neither party shall have authority to bind the other.

This Agreement between Assignor and the Assignee constitutes the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes and replaces entirely any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification, waiver, amendment, discharge, supplement, or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought. This Agreement and the wording contained herein have been arrived at by mutual

negotiations of the parties, and no provision hereof shall be interpreted or construed against one party in favor of another party merely by reason of draftsmanship.

All requests pursuant to this Agreement shall be made on behalf of Assignee by its General Counsel or Vice President, Intellectual Property, and shall be addressed to:

Mr Raj Uppal, Finance Director, Quadrant Healthcare (UK) Limited,
1 Mere Way, Ruddington, Nottingham NG11 6JS, United Kingdom

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

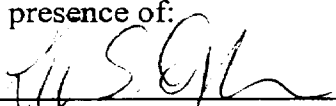
IN WITNESS WHEREOF, the undersigned have executed this ASSIGNMENT AGREEMENT as of the date set forth above.

ASSIGNOR

Signed by:

Designation: DIRECTOR

for and on behalf of
QUADRANT HEALTHCARE (UK) LIMITED
in the presence of:

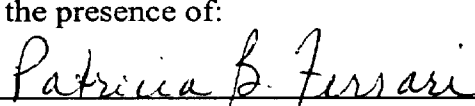

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ASSIGNEE

Signed by:

Designation: VP, Intellectual Property

for and on behalf of
ACUSON CORPORATION
in the presence of:



Appendix

This assignment agreement pertains to the following Applications for Letters Patent and all other patent applications or letters patent that claim the benefit of the priority date of these applications for letters patent, or are based on the subject matter described in one or more of these applications for letters patent, or disclose substantially the same invention as:

“Ultrasound Contrast Imaging: Two Phase Scattering,” naming as inventor Nico de Jong and Peter Frinking, originally filed as GB9701274.4 on January 22, 1997;

“Ultrasound Contrast Imaging: Two Phase Scattering,” naming as inventor Nico de Jong and Peter Frinking, filed as AU9855709 on January 19, 1998, claiming benefit of the priority date of GB9701274.4;

“Ultrasound Contrast Imaging: Two Phase Scattering,” naming as inventor Nico de Jong and Peter Frinking, filed as WO9832378 on January 19, 1998, claiming benefit of the priority date of GB9701274.4;

“Ultrasound Contrast Imaging: Two Phase Scattering,” naming as inventor Nico de Jong and Peter Frinking, filed as ZA9800520 on January 22, 1998, claiming benefit of the priority date of GB9701274.4;

“Ultrasound Contrast Imaging: Multiple Pulse,” naming as inventor Peter Frinking, E. Ignacio Cespedes, and Nico de Jong, originally filed as GB9800813.9 on January 16, 1998;

“Ultrasound Contrast Imaging: Multiple Pulse,” naming as inventor Peter Frinking, E. Ignacio Cespedes, and Nico de Jong, filed as WO9935967 on January 15, 1999, claiming benefit of the priority date of GB9800813.9, and

“Method and Apparatus for Ultrasound Contrast Imaging: Subharmonic Pulse,” naming as inventor Nico de Jong and Peter Frinking, originally filed as GB9901270.0 on January 21, 1999.

Dated _____ 1999

NICKOLAAS DE JONG

- and -

QUADRANT HEALTHCARE (UK) LIMITED

CONFIRMATORY DEED OF ASSIGNMENT

THIS CONFIRMATORY DEED OF ASSIGNMENT is made on 10 February 1999

BETWEEN:-



(1) NICKOLAAS DE JONG OF
2923 Krimpen aan den IJssel
The Netherlands

(the

"Inventor"); and

(2) QUADRANT HEALTHCARE (UK) LIMITED (No 2920373) whose registered office is at I Mere Way, Ruddington, Nottingham NG11 6JS (the "Assignee")

RECITALS

- (A) The Inventor was engaged by the Assignee, or by one of its subsidiaries to produce inventive works for use in the Assignee's business.
- (B) As a result of such engagement, the Inventor is named as an inventor in the patent(s) and/or patent application(s) set out in the schedule hereto (the "Patent").
- (C) It was the parties' intention, and is the parties' understanding that all rights in the Patents vest in the Assignee.
- (D) By way of confirmation and for the avoidance of doubt, the Inventor and the Assignee have agreed to enter into this confirmatory assignment to assign any remaining rights of the Inventor in the Patents to the Assignee.
- (E) Royalties on patents are appointed in the research agreement between ICIN and Quadrant Healthcare (UK) Limited formerly known as Andaris as made for the year 1998.

BY THIS DEED:-

1. The Inventor does HEREBY ASSIGN to the Assignee with full title guarantee:-
 - 1.1 all rights of the Inventor in the Patents together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application relating to the Patents prior to the date hereof,
 - 1.2 the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in any application relating to the Patents including the right to claim priority therefrom to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.
2. The Inventor further covenants that it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary (at the cost of the Assignee) or desirable to give effect to this assignment.

2. The Inventor further covenants that it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary (at the cost of the Assignee) or desirable to give effect to this assignment.
3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000.
4. This assignment shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it.

IN WITNESS whereof this deed has been executed on the date first above written.

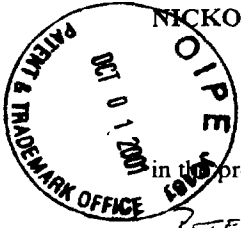
**SCHEDULE
The Patents**



All patents and patent applications filed anywhere in the world, including PCT and European applications based on or including the following patents or patent applications, patents from which such applications claim priority, patents resulting from such applications, including divisionals, continuations or continuations in part of any of the patent applications and any and all reissues or extensions of any of them:-

Patent Family Name	Registered No./Publication No./ Application No.	Type
UVU17	9901270.0	UK Application

Executed as a deed by
NICKOLAAS DE JONG



in the presence of--

PETER FRINKING

)
)
)
)
)
)
)
)

16/2/99

Nick de Jong
Peter Frinking

Executed as a deed by QUADRANT
HEALTHCARE (UK) LIMITED
acting by a director and its
secretary / two directors:-

)
)
)
)
)
)
)

17/2/99

SM Harris

Director

18/2/99

Director / Secretary

[Signature]

Dated 14th February 2000



WETENSCHAPPELIJK FACILITAIRE DIENST
OF THE ERASMUS UNIVERSITY

- and -

QUADRANT HEALTHCARE (UK) LIMITED

CONFIRMATORY DEED OF ASSIGNMENT

THIS CONFIRMATORY DEED OF ASSIGNMENT is made on 14th February 2000

BETWEEN:

- (1) WETENSCHAPPELIJK FACILITAIRE DIENST ("WFD") of the Erasmus University, Academic Hospital Dijkzigt, Thoraxcenter Ba 350. Dr. Molewaterplein 40, 3015 GD Rotterdam, The Netherlands ("WFD"), and
- (2) QUADRANT HEALTHCARE (UK) LIMITED (No 2920373) (formerly known as Andaris Limited) whose registered office is at 1 Mere Way, Ruddington, Nottingham NG11 6JS (the "Assignee")

RECITALS

- (A) WFD was contracted by the Assignee, or by one of its subsidiaries, to produce inventive works for use in the Assignee's business.
- (B) As a result of such contract, those employees of WFD named in the attached schedule (the "Inventors") were named as inventors in the patent(s) and/or patent application(s) set out in the attached schedule (the "Patents").
- (C) The Inventors have already each entered into a confirmatory deed assigning to the Assignee any ownership or rights the Inventor retained in the Patents.
- (D) It was the parties' intention, and is the parties' understanding, that all rights in the Patents vest in the Assignee.
- (E) By way of confirmation and for the avoidance of doubt, WFD and the Assignee have agreed to enter into this confirmatory deed to assign any remaining rights of WFD in the Patents to the Assignee.

BY THIS DEED:

1. WFD HEREBY ASSIGNS to the Assignee with full title guarantee:-
 - 1.1 all WFD's rights in the Patents together with all rights and powers arising or accrued therefrom, including but not limited to the right to sue for damages and other remedies in respect of any infringement of such rights or other acts committed within the scope of the claims of any published specification of any of the Patents or accompanying any application relating to the Patents prior to the date of this deed.
 - 1.2 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in any application relating to the Patents including the rights to claim priority therefrom to the

intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

2. WFD further covenants that it will at all times hereafter do all such acts and execute all such documents (at the cost of the Assignee) as may reasonably be necessary or desirable to give effect to this assignment.
3. WFD represents and warrants that it has the power to enter into this deed and that WFD will be bound by the signatures on this deed.
4. It is hereby certified that this transaction does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000.
5. Quadrant releases WFD from the provisions of clause 9.5 of the Research Agreements dated 1st January 1995 and 1st January 1996 between WFD and the Assignee in so far as it relates to developments made solely by WFD under the Program of Work.
6. The Assignee shall notify any third party to whom the Patents are assigned of the existence of the research agreements entered into by Andaris Limited and WFD and in particular of the existence of clause 9.4 (ii) in these agreements.
7. This assignment shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction in respect of it.

IN WITNESS whereof this deed has been executed on the date first above written.

SCHEDULE

The Patents

All patents and patent applications filed anywhere in the world, including PCT and European applications based on or including the following patents or patent applications, patents from which such applications claim priority, patents resulting from such applications and any and all reissues or extensions of any of them:

Patent Family Name	Registered No./Publication No./ Application No.	Type
UVU 5	US 08/724870	US application
UVU10	GB 9701274.4	UK application
UVU13	GB 9800813.9	UK application
UVU17	GB 9901270.0	UK application

The Inventors

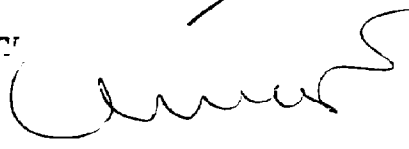
Nickolass de Jong
Peter Frinking
Eignacio Cespedes

Executed as a deed by WFD
acting by a director and its
secretary/two directors

Director

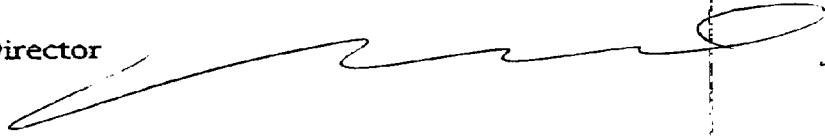
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~~Director/Secretary~~

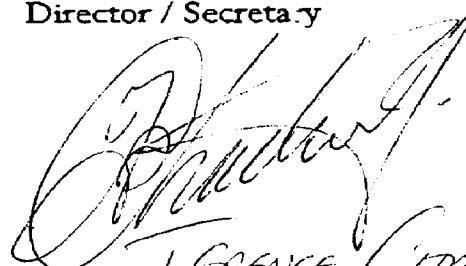


Executed as a deed by QUADRANT
HEALTHCARE (UK) LIMITED
acting by a director and its secretary/
two directors:-

Director



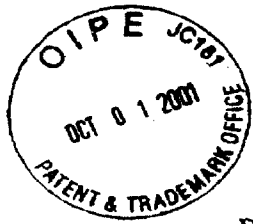
Director / Secretary


SCIENCE COMMERCIAL
R & D Director.

7/MARCH/2000.

17 FEB 2000

Dated 14th February 2000



ROYAL NETHERLANDS ACADEMY OF ARTS AND SCIENCES
(KNAW)

- and -

QUADRANT HEALTHCARE (UK) LIMITED

CONFIRMATORY DEED OF ASSIGNMENT

Edw DIR/DH/1057

THIS CONFIRMATORY DEED OF ASSIGNMENT is made on 14th February 2000

BETWEEN:

- (1) THE ROYAL NETHERLANDS ACADEMY OF ARTS AND SCIENCES of Koninklijke Nederlandse Akademie van Wetenschappen, Kloveniersburgwal 29, 1011 JV Amsterdam ("KNAW"); and
- (2) QUADRANT HEALTHCARE (UK) LIMITED (No 2920373) (formerly known as Andaris Limited) whose registered office is at 1 Mere Way, Ruddington, Nottingham NG11 6JS (the "Assignee")

RECITALS

- (A) KNAW was contracted by the Assignee, or by one of its subsidiaries, to produce inventive works for use in the Assignee's business.
- (B) As a result of such contract, those employees of KNAW named in the attached schedule (the "Inventors") were named as inventors in the patent(s) and/or patent application(s) set out in the attached schedule (the "Patents").
- (C) The Inventors have already each entered into a confirmatory deed assigning to the Assignee any ownership or rights the Inventor retained in the Patents.
- (D) It was the parties' intention, and is the parties' understanding, that all rights in the Patents vest in the Assignee.
- (E) By way of confirmation and for the avoidance of doubt, KNAW and the Assignee have agreed to enter into this confirmatory deed to assign any remaining rights of KNAW in the Patents to the Assignee.

BY THIS DEED:

1. KNAW HEREBY ASSIGNS to the Assignee with full title guarantee:-
 - 1.1 all KNAW's rights in the Patents together with all rights and powers arising or accrued therefrom, including but not limited to the right to sue for damages and other remedies in respect of any infringement of such rights or other acts committed within the scope of the claims of any published specification of any of the Patents or accompanying any application relating to the Patents prior to the date of this deed.
 - 1.2 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in any application relating to the Patents including the rights to claim priority therefrom to the

KNAW deed

[Handwritten signature]

Page 2 of 5

15/02 '00 DIN 11:30 [TX/RX NR 6889]

PATENT

REEL: 013713 FRAME: 0600

intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

2. KNAW further covenants that it will at all times hereafter do all such acts and execute all such documents (at the cost of the Assignee) as may reasonably be necessary or desirable to give effect to this assignment.
3. KNAW represents and warrants that it has the power to enter into this deed and that KNAW will be bound by the signatures on this deed.
4. It is hereby certified that this transaction does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000.
5. Quadrant releases ICIN (a part of KNAW) from the provisions of clause 9.5 of the Research Agreement dated 1st January 1997 and the letter continuation of this agreement dated 23rd October 1998 between ICIN and the Assignee in so far as it relates to developments made solely by ICIN under the Program of Work.
6. The Assignee shall notify any third party to whom the Patents are assigned of the existence of the research agreements entered into by Andaris Limited and ICIN and in particular of the existence of clause 9.4 (ii) in these agreements.
7. This assignment shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction in respect of it.

IN WITNESS whereof this deed has been executed on the date first above written.

KNAW deed



Page 3 of 5

15/02 '00 DIN 11:30 ITX/RX NR 68891

PATENT
REEL: 013713 FRAME: 0601

SCHEDULE

The Patents

All patents and patent applications filed anywhere in the world, including PCT and European applications based on or including the following patents or patent applications, patents from which such applications claim priority, patents resulting from such applications and any and all reissues or extensions of any of them:-

Patent Family Name	Registered No./Publication No./ Application No.	Type
UVU 5	US 08/724870	US application
UVU10	GB 9701274.4	UK application
UVU13	GB 9800913.9	UK application
UVU17	GB 9901270.0	UK application

The Inventors

~~Nickolas de Jong~~ Nicolas de Jong
~~Peter Frinking~~
~~Ignacio Cespedes~~ Ignacio Cespedes

dm - 3/3/2000

15/02 '00 11:51 FAX 31 206204941

BUREAU KNAW A'DAM

→ ICIN

006

15.FEB.2000 10:36

QUADRANT HEALTHCARE

NO.037

P.6/6

Executed as a deed by KNAW
acting by a director and its
secretary/two directors

)
)
)

Director

Director/Secretary

Executed as a deed by QUADRANT
HEALTHCARE (UK) LIMITED
acting by a director and its secretary/
two directors:-

)
)
)
)

Director

Director / Secretary

KNAWlead

Dated _____ 1999



PETER FRINKING

- and -

QUADRANT HEALTHCARE (UK) LIMITED

CONFIRMATORY DEED OF ASSIGNMENT



THIS CONFIRMATORY DEED OF ASSIGNMENT is made on 10 February 1999

BETWEEN:-

- (1) **PETER FRINKING OF**
Walenburgerweg 7-B
3039 AA Rotterdam
The Netherlands

(the

"Inventor"); and

- (2) **QUADRANT HEALTHCARE (UK) LIMITED** (No 2920373) whose registered office is at I Mere Way, Ruddington, Nottingham NG11 6JS (the "Assignee")

RECITALS

- (A) The Inventor was engaged by the Assignee, or by one of its subsidiaries to produce inventive works for use in the Assignee's business.
- (B) As a result of such engagement, the Inventor is named as an inventor in the patent(s) and/or patent application(s) set out in the schedule hereto (the "Patent").
- (C) It was the parties' intention, and is the parties' understanding that all rights in the Patents vest in the Assignee.
- (D) By way of confirmation and for the avoidance of doubt, the Inventor and the Assignee have agreed to enter into this confirmatory assignment to assign any remaining rights of the Inventor in the Patents to the Assignee.
- (E) Royalties on patents are appointed in the research agreement between ICIN and Quadrant Healthcare (UK) Limited formerly known as Andaris as made for the year 1998.

BY THIS DEED:-

1. The Inventor does HEREBY ASSIGN to the Assignee with full title guarantee:-
 - 1.1 all rights of the Inventor in the Patents together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application relating to the Patents prior to the date hereof,
 - 1.2 the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in any application relating to the Patents including the right to claim priority therefrom to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.
2. The Inventor further covenants that it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary (at the cost of the Assignee) or desirable to give effect to this assignment.

2. The Inventor further covenants that it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary (at the cost of the Assignee) or desirable to give effect to this assignment.
3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000.
4. This assignment shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it.

IN WITNESS whereof this deed has been executed on the date first above written.

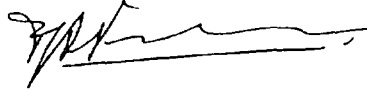
**SCHEDULE
The Patents**

All patents and patent applications filed anywhere in the world, including PCT and European applications based on or including the following patents or patent applications, patents from which such applications claim priority, patents resulting from such applications, including divisionals, continuations or continuations in part of any of the patent applications and any and all reissues or extensions of any of them:-

Patent Family Name	Registered No./Publication No./ Application No.	Type
UVU17	9901270.0	UK Application

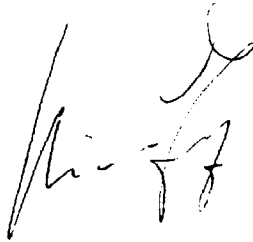
Executed as a deed by
PETER FRINKING

) 10 - FEBRUARY - 1999
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in the presence of--

P. Co de Jong

 10/2/99

Executed as a deed by QUADRANT
HEALTHCARE (UK) LIMITED
acting by a director and its
secretary / two directors:-

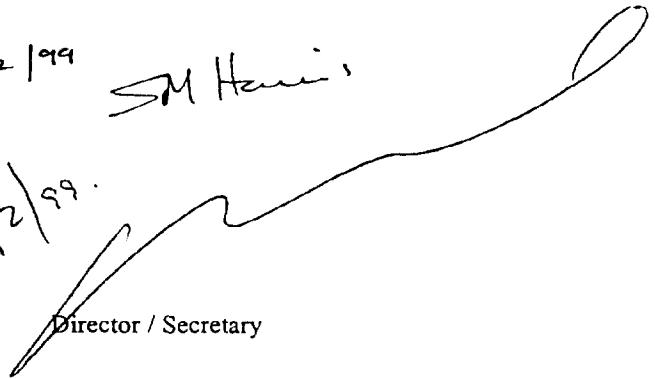
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17/2/99

SM Harris

18/2/99

Director



Director / Secretary